

AN ORDINANCE 2006 - 0 2 - 0 2 - 0 1 4 8

ACCEPTING THE PROPOSAL OF AND AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH 3D/INTERNATIONAL (3DI) TO PROVIDE FOR PREPARATION OF DESIGN MODIFICATIONS FOR THE NEW TERMINAL EXPANSION PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$913,544.78 WHICH REPRESENTS A 7.32% INCREASE IN FEES TO THE ORIGINAL CONTRACT AMOUNT OF \$12,638,227.00; APPROPRIATING FUNDS; REVISING THE BUDGET, AND PROVIDING FOR PAYMENT UTILIZING FUNDS IN THE AIRPORT SYSTEM CONSTRUCTION FUND, AS WELL AS THE REIMBURSEMENT FROM CARTER BURGESS IN THE AMOUNT OF \$113,178.95 TO PAY FOR A PORTION OF THE DESIGN MODIFICATIONS.

* * * * *

WHEREAS, the Airport's Five Year Capital Program includes an Airport Expansion Project consisting of numerous major projects including two new terminals, as well as a 3,000-space car parking garage, new roadway system, utility infrastructure; aircraft apron paving, expansion of the central utility plant, and demolition of existing Terminal Two. ("New Terminal Expansion Project"); and

WHEREAS, Ordinance No. 97709 passed and approved by City Council on May 29, 2003 selected the firm of 3D/International (3D/I) and authorized execution of a contract in the amount of \$12,638,227.00 to provide architectural and engineering services in connection with the New Terminal Expansion Project; and

WHEREAS, as the design of the New Terminal Expansion Project has progressed several specific program changes occurred requiring preparation of modifications to the design by the 3D/I team; and

WHEREAS, 3D/I submitted a proposal for the performance of such additional services necessary as the result of such program changes; and

WHEREAS, Carter Burgess (the Program Manager for the Terminal Expansion Project) and City Staff reviewed 3D/I's scope of services to prepare these tasks, reviewed the proposed hours and fees and met with the 3D/I to negotiate the proposals based on the Carter Burgess' estimates of fair and reasonable compensation the additional services; and

WHEREAS, it is now necessary to accept 3D/International's proposal and amend its Professional Services Agreement for Architectural and Engineering Services to provide for preparation of design modifications for the New Terminal Expansion Project in an amount not to exceed \$913,544.78; revise the budget, and provide for payment; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Amendment of the Professional Services Agreement for Architectural and Engineering Services with 3D International, approved by Ordinance 97709 passed and approved on May 29, 2003, is approved to provide for design modifications for the New Terminal Expansion Project at the San Antonio International Airport, and increase the contract amount in an amount not to exceed \$913,544.78.

SECTION 2. The City Manager or her designee is authorized to execute the Amendment to the Professional Services Agreement for Architectural and Engineering Services with 3D International, which is attached to this Ordinance as Attachment 1.

SECTION 3. The amount of \$ 913,544.78 is appropriated in Fund 51005000, "Airport System Construction Fund 2002" WBS 33-00306-90-02, GL Account 6102100 – Interfund Transfers Out entitled "Transfer to 33-00103-90-05". The amount of \$ 913,544.78 is authorized to be transferred from Fund 51005000 to fund 51099000 entitled "Airport Capital Projects".

SECTION 4. The budget in Fund 51099000, Project Definition 33-00103, "3DI New Terminal Expansion", shall be revised by increasing WBS element 33-00103-90-05, entitled "TRF FR 33-00306-90-02", GL account 6101100 – "Interfund Transfer In", by the amount of \$913,544.78.

SECTION 5. The amount of \$ 913,544.78 is appropriated in Fund 51099000, Project Definition 33-00103, 3DI New Terminal Expansion, WBS element 33-00103-01-02, entitled "3D/International Contract", GL Account 5201140 – "Construction Costs" and is authorized to be encumbered and made payable to 3/D International.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 2nd day of February, 2006.

ATTEST: *Lucia M. Vaet*
City Clerk

Phil Hardberger
MAYOR
PHIL HARDBERGER

APPROVED AS TO FORM: *Jim Zertuche*
for City Attorney

Agenda Voting Results

Name: 4.

Date: 02/02/06

Time: 10:37:15 AM

Vote Type: Multiple selection

Description: An Ordinance accepting the proposal of and amending the Professional Services Agreement with 3D/International (3DI) to provide for preparation of design modifications for the New Terminal Expansion Project at San Antonio International Airport in an amount not to exceed \$913,544.78 which represents a 7.32% increase in fees to the original contract amount of \$12,638,227.00; appropriating funds; revising the budget, and providing for payment. Funds are available for this action in the Airport System Construction Fund and Carter Burgess will reimburse the City in the amount of \$113,178.95 to pay for a portion of the design modifications. [Presented by Mark H. Webb, Interim Director, Aviation; Roland A. Lozano, Assistant to the City Manager]

| Voter | Group | Status | Yes | No | Abstain |
|--------------------------|-------------|-------------|-----|----|---------|
| ROGER O. FLORES | DISTRICT 1 | | | | x |
| SHEILA D. MCNEIL | DISTRICT 2 | | x | | |
| ROLAND GUTIERREZ | DISTRICT 3 | | x | | |
| RICHARD PEREZ | DISTRICT 4 | Not present | | | |
| PATTI RADLE | DISTRICT 5 | | x | | |
| DELICIA HERRERA | DISTRICT 6 | | x | | |
| ELENA K. GUAJARDO | DISTRICT 7 | | x | | |
| ART A. HALL | DISTRICT 8 | | x | | |
| KEVIN A. WOLFF | DISTRICT 9 | | x | | |
| CHIP HAASS | DISTRICT_10 | Not present | | | |
| MAYOR PHIL HARDBERGER | MAYOR | | x | | |

ATTACHMENT 1

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Amendment To Professional Services Agreement for Architectural and Engineering Services ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager or her designee, and **3D INTERNATIONAL** ("3D/I"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, a Professional Services Agreement for Architectural and Engineering Services in connection with the New Terminal Expansion Project at the San Antonio International Airport ("Original Agreement"), authorized pursuant to Ordinance No. 97709 passed and approved on May 29, 2003, was executed with 3D/I.

WHEREAS, as the design of the New Terminal Expansion Project has progressed several specific program changes occurred requiring preparation of modifications to the design by the 3D/I team; and

WHEREAS, 3D/I submitted a proposal for the performance of such additional services necessary as the result of such program changes for a fee not to exceed \$913,544.78;
NOW THEREFORE,

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement by and between the Parties is amended as follows:

1. **Amended Scope of Work:** The Scope of Work of the Original Agreement is amended to include the all work provided for in the following Additional Services Requests: 1, 4, 10A, 10B, 11,12,15,16, and 19, as summarized in the ASR Summary which is attached hereto as **Attachment 1** and made a part hereof for all purposes.
2. **Revised Fee for Services.** An paragraph is added to read as follows:

The total fee for the Amended Scope of Work as defined by this Amendment is to be in the amount not to exceed \$913,544.78, and it is agreed and understood that this amount will constitute full compensation to 3D/I for the work defined above and in Attachment 1 attached hereto. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this contract. Unless and until the City sees fit to make further appropriations, the obligation of the City to the Consultant for a the revised fee for all services in connection with this Amended Scope of Work cannot and will not exceed \$913,544.78, without further amendment to this Amendment.

ATTACHMENT I, 2/02/06 #4

5. All provisions of the Original Agreement that are not modified by this Amendment remain in full force and effect.

EXECUTED and **AGREED** to this the _____ day of _____, 2006.

CITY:
CITY OF SAN ANTONIO

CONSULTANT:
3D INTERNATIONAL

Sheryl Sculley
City Manager

By:
Its: President
Federal Tax ID#: _____

Approved:

City Attorney

Attachment I – ASR Summaries

ASR No. 1 - Cost Reduction Alternatives - Schematic Design Review Phase

- 3D/I and Carter Burgess analyzed estimates prepared by Marmon-Mok/Gensler and determined that original estimates were understated and in excess of project budget
- Review of terminals' architectural program performed to determine what modifications could be made to substantially reduce projected construction costs without impact on functionality
- Architect evaluated, prepared and presented alternate architectural concepts, together with detailed cost models for each alternate
- Alternate that best addressed the Airport's current and future needs, was selected to be developed and incorporated into the detailed terminal designs
- Reviews and evaluations were not within the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$112,107.50 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 4 - Cost Reduction Alternatives - Design Development Phase

- Program budget developed at the end of Schematic Design Review Phase (ASR No. 1) did not include construction contingency
- Lack of coordination/communication/direction during design development phase resulted in near completion of design drawings with different project budget assumptions that ultimately required 3D/I to revise design to bring within a project budget that included construction contingencies
- Design modifications were not within the original scope of services of the 3D/I contract and represent additional services
- Architect was directed to implement those changes that were appropriate, which necessitated substantial redesign effort
- Additional compensation of \$226,357.90 has been determined by Carter Burgess to be fair and reasonable for the additional services

ASR No. 10A - Terminal B Baggage System and Miscellaneous Modification Studies

- Original terminal plans prepared for any airline
- Subsequently Southwest Airlines (SWA) requested to occupy Terminal B
- Architectural and baggage handling design studies resulting from SWA change request were performed
- Studies and evaluations were not within the original scope of services of the 3D/I contract and represent additional services

- Additional compensation of \$36,731.20 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 10B - Implementation of Terminal B Design Modifications

- Implementation of architectural and baggage handling design modifications to the Terminal B construction documents that resulted from the completion of SWA studies described in ASR No. 10A above
- Design modifications were not in the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$244,417.99 has been determined by the Carter Burgess to be fair and reasonable for these additional services

ASR No. 11 - Design of Permanent Hydronics System (Chilled Water Lines for Heating and Air Conditioning System) through Terminal B

- Work associated with the hydronic system routing through Terminal B to service Terminal 1 (as outlined in the Marmon Mok/Gensler schematic design report) incorporated into 3DI's scope of services in lieu of being designated as the responsibility of the parking structure architect
- Several solutions considered for temporary and future permanent hydronic routing to keep Terminal 1 operational during construction as well as designation of the final connection to Terminal 1
- Solution chosen was to design and construct the permanent hydronic system within the Terminal B footprint prior to the construction start of Terminal B, placing the hydronic trench and system within the Terminal B service level
- Design effort was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$91,119.80 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 12 - Terminal 2 West End Selective Demolition/Renovation Design

- Original Programming Study was not of such detail to identify a conflict with roadway system and west end Terminal 2
- Final Roadway alignment was reviewed to determine extent of encroachments (identified during the final design review) into the southwest corner of Terminal 2, in the area of the canopy and rental car counters
- Review determined necessity to demolish west end of the canopy and car rental ticket counters, prior to start of Roadway and Utilities project
- Review and design modification was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$19,221.84 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 15 - Terminal B Vertical Circulation and Concession Layout Modifications

- Re-design of portions of the Terminal B vertical circulation core to expand building to include provisions for future escalators from the Parking Garage Sky Bridge to the arrival and departure levels of the terminals
- Work includes modifications to the Concourse Layout to increase concession space allocation in Terminal B (area programmed for a future airline club will be utilized as additional concession space); modifications also require reconfiguration of TSA offices and changes to restroom layouts
- Associated design modification work impacted work currently designed to 90% construction drawings
- Design modifications were not within the original scope of services of the 3D/I contract and represent additional services
- Additional compensation of \$280,721.85 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 16 – Repackaging of Project 8 – Terminal Apron

- Work in response to elevated construction costs associated with multiyear, staggered phase construction that led to elevated bid results as well as the constraint of limited FAA funding
- Effort required to implement bid repackaging was not in the original scope of services for 3D/I and represents additional services
- Additional compensation of \$18,156.60 has been determined by Carter Burgess to be fair and reasonable for these additional services

ASR No. 19 – Piedmont Hawthorne Replacement Parking Lot

- Due to final roadway design, parking lot for Piedmont Hawthorne would need to be reconstructed/reconfigured to return their leasehold to near pre-construction condition
- Addition of parking lot facility for Piedmont Hawthorne will replace existing parking lot scheduled to be taken out of service
- Design effort for this facility included site planning and layout for parking lot (site design included grading and drainage, and pavement design)
- Design effort was not within the original scope of services of the 3D/I contract and represents additional services
- Additional compensation of \$10,935.10 has been determined by Carter Burgess to be fair and reasonable for these additional services

PROJECT NO. 33- 00103 PROJECT NAME 3DI NEW TERMINAL EXPANSION
 In FUND NO. 51- 099000 ENTITLED AIRPORT CAPITAL PROJECTS

REVENUE TRANSFERS OUT

| FUND NO. OR INTERNAL ORDER NO. | FUND NAME OR INTERNAL ORDER NAME | G/L | G/L NAME | CURRENT BUDGET \$ | REVISION \$ | REVISED BUDGET \$ |
|-----------------------------------|----------------------------------|---------|-------------------------|-------------------|--------------|-------------------|
| 51006000 | PFC CONSTRUCTION FUND 2002 | 6102100 | Interfund Transfers Out | \$5,249,775.84 | \$0.00 | \$5,249,775.84 |
| 51005000 | AIRPORT CONSTRUCTION FUND 2002 | 6102100 | Interfund Transfers Out | \$7,874,665.76 | \$913,544.78 | \$8,788,210.54 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | TOTALS | \$13,124,441.60 | \$913,544.78 | \$14,037,986.38 |

REVENUE TRANSFERS IN

| WBS NO. | WBS NAME | G/L | G/L NAME | CURRENT BUDGET \$ | REVISION \$ | REVISED BUDGET \$ |
|-----------------|-------------------------------------|---------|------------------------|-------------------|--------------|-------------------|
| 33- 00103 90-01 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-02 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-03 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-04 | TRANSFER FROM AV-00003-01-01-05 | 6101100 | Interfund Transfers In | \$5,249,775.84 | \$0.00 | \$5,249,775.84 |
| 33- 00103 90-05 | TRANSFER FROM 51-005004 / IC 135921 | 6101100 | Interfund Transfers In | \$7,874,665.76 | \$913,544.78 | \$8,788,210.54 |
| 33- 00103 90-06 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-07 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-08 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-09 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-10 | | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| 33- 00103 90-11 | TRANSFER FROM AV-00004-01-01-05 | 6101100 | Interfund Transfers In | \$0.00 | \$0.00 | \$0.00 |
| | | | TOTALS | \$13,124,441.60 | \$913,544.78 | \$14,037,986.38 |

EXPENDITURES

| WBS NO. | WBS NAME | | | CURRENT BUDGET \$ | REVISION \$ | REVISED BUDGET \$ |
|-----------------|----------------------------|---------|----------------------|-------------------|--------------|-------------------|
| 33- 00103 xx-xx | | | | | | |
| 33- 00103 xx-xx | | | | | | |
| 33- 00103 01-02 | 3D/INTERNATIONAL CONTRACT | 5201140 | Construction Costs | \$12,831,561.89 | \$913,544.78 | \$13,745,106.67 |
| 33- 00103 01-03 | CONSULTANT CONTINGENCY | 5406530 | Indirect Costs | \$56,665.11 | \$0.00 | \$56,665.11 |
| 33- 00103 01-04 | T-EXPANSION ADMINISTRATION | 5501090 | Administration Costs | \$50,000.00 | \$0.00 | \$50,000.00 |
| 33- 00103 03-01 | 3DI - SURVEY & SUE | 5201140 | Fees to Prof. Contr. | \$186,214.60 | \$0.00 | \$186,214.60 |
| 33- 00103 xx-xx | | | | | | |
| 33- 00103 xx-xx | | | | | | |
| | | | TOTALS | \$13,124,441.60 | \$913,544.78 | \$14,037,986.38 |

PREPARED BY (AT AVIATION): SUSAN ST. CYR, P.E.

DATE: January 20, 2006

AMENDED BY (AT FINANCE):

(INSERT AV #)
 (INSERT GL & GL NAME IF REQUIRED)

DATE: